

STATE OF GEORGIA
COUNTY OF HENRY
CITY OF STOCKBRIDGE

RESOLUTION R18-929

A RESOLUTION AUTHORIZING THE CITY OF STOCKBRIDGE TO EXECUTE AN AMENDED AGREEMENT BETWEEN THE CITY AND GEORGIA CRIME INFORMATION CENTER, NATIONAL CRIME INFORMATION CENTER, AND CRIMINAL JUSTICE INFORMATION SYSTEM REGARDING GUIDELINES TO ENSURE SECURITY, PRIVACY, ACCURACY AND COMPLETENESS OF CRIMINAL HISTORY CHECKS; APPOINTING AN AGENCY HEAD; APPOINTING A PRIMARY TERMINAL AGENCY COORDINATOR AND AN ALTERNATE TERMINAL AGENCY COORDINATOR; PROVIDING FOR TRAINING RESOURCES AS NECESSARY; AUTHORIZING MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AUTHORIZING CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City;

WHEREAS, the City is empowered pursuant to Section 4.10 of the City Charter to prescribe the functions or duties and establish, abolish, or alter all non-elective offices, positions of employment, departments and agencies of the City;

WHEREAS, the City operates and manages its municipal court to enforce ordinances and state law;

WHEREAS, the City has previously adopted a resolution dated April 25, 2017 approving the execution of a user agreement ("User Agreement") with the Georgia Crime Information Center ("GCIC"), the National Crime Information Center ("NCIC"), and the Criminal Justice Information System ("CJIS") to establish guidelines to ensure the security, privacy, accuracy and completeness of dissemination of record information, including wanted/missing persons, drivers' histories, criminal histories, hit procedures, guns, articles, boats and securities, a copy of said resolution being attached hereto as Exhibit "A" and made a part hereof;

WHEREAS, under the previous agreement, the presiding City Clerk was designated as the Agency Head, the Municipal Court Clerk was designated as the Terminal Agency Coordinator, and the Deputy Municipal Court Clerk was designated as the Alternate Terminal Agency Coordinator;

WHEREAS, the City finds it necessary to execute a new User Agreement to designate an Agency Head and confirm a new Terminal Agency Coordinator and Alternate Terminal Agency Coordinator, as described in the proposed new User Agreement, attached hereto as Exhibit "B"; and

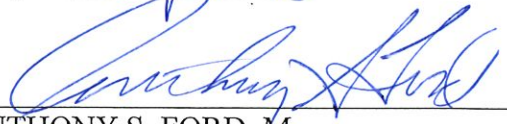
WHEREAS, the City wishes to authorize the Mayor to execute the User Agreement attached as Exhibit "B".

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AS FOLLOWS:

1. **Agency Head.** The City Council hereby reaffirms that the duties of Agency Head specified in the User Agreement. The City Council hereby designates the Municipal Court Judge as the Agency Head, authorized to fulfill all duties required pursuant to the User Agreement.
2. **Terminal Agency Coordinator.** The City Council hereby affirms the duties of Terminal Agency Coordinator specified in the User Agreement. The City Council designates the Municipal Court Judge as the Terminal Agency Coordinator, authorized to fulfill all duties required pursuant to the User Agreement.
3. **Training Resources.** The City shall provide training and certification resources necessary for the aforementioned designees to perform the duties described in Exhibit "B" and all other duties required by law in an expeditious and financially prudent manner. In the event the City finds it ' necessary to fulfill the role of TAC during the training and certification period, the City may appoint a law enforcement officer to temporarily complete said duties.
4. **Approval of Execution.** The City hereby approves the new User Agreement attached hereto as Exhibit "B," and the Mayor is hereby authorized to execute said User Agreement between the City of Stockbridge and the GCIC, NCIC and CRS. All other policies and regulation of the City previously in existence which relate to GCIC, NCIC and CRS shall remain in full force and effect.
5. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the Agreement, subject to approval as to form by the City Attorney.
6. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
7. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.


8. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

SO BE IT RESOLVED this 9th day of April 2018



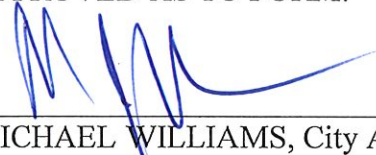
ANTHONY S. FORD, Mayor

ATTEST:



VANESSA HOLIDAY, City Clerk (SEAL)

APPROVED AS TO FORM:



MICHAEL WILLIAMS, City Attorney

Georgia Crime Information Center
Criminal Justice Information System
User Agreement

This document constitutes an agreement between the Georgia Crime Information Center (GCIC), State Administrator of the Georgia Criminal Justice Information System (CJIS) network and an Agency accessing and/or obtaining information from the GCIC CJIS network.

AGENCY: Stockbridge Municipal Court ORI: GA0750415
ADDRESS: 4602 North Henry Blvd.
(physical address)

CITY: Stockbridge STATE: GA ZIP CODE: 30281

Agency Type: ☐ Non-Terminal ☒ Terminal/Inquiry Only ☐ Terminal/Full Service

This agreement sets forth duties and responsibilities for both GCIC and the Agency accessing and/or obtaining information from the GCIC CJIS network.

General Provisions

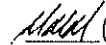
GCIC serves as the State CJIS Systems Agency (CSA) to facilitate the exchange of information between agencies, the National Crime Information Center (NCIC), the Georgia Department of Driver Services (DDS), the Georgia Department of Revenue (DOR), the National Data Exchange (N-DEX), the National Instant Criminal Background Check System (NICS), and the International Justice and Public Safety Network (NLETS) 24 hours a day, seven days a week.

The Agency shall abide by all laws of the United States and the State of Georgia, GCIC Council Rules, the FBI CJIS Security Policy and all operational policies of NCIC, N-DEX, NICS, NLETS and GCIC that regulate the appropriate security measures as applicable for technical, personnel and physical security requirements to protect the use, dissemination, validation, logging and security of criminal justice information (CJI).

The Agency shall establish a written discipline policy for violations of GCIC Council Rules and the FBI CJIS Security Policy as amended [(Rule 140-2-.09(5))] and advise its employees of the penalties for illegal actions with regard to CJI, as defined in O.C.G.A. §16-9-90 et. seq., O.C.G.A. §35-3-38 and GCIC Rule 140-1-.05 (Amended).

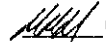
As specified by GCIC Council Rules, GCIC reserves the right to impose administrative sanctions, including termination of this agreement, with or without notice upon determining that the Agency has violated the terms of this agreement, the GCIC Council Rules, or the laws governing the operation of the CJIS network. Such termination shall be pursuant to the GCIC Council Rules.

Non-Terminal Agency Provisions

 (Agency Head Initials)

GCIC agrees to allow CJIS network service for a Non-Terminal Agency via a designated Terminal Agency. Unless otherwise restricted by GCIC, the Non-Terminal Agency is authorized full access to all CJIS network services and files. The Non-Terminal Agency agrees to enter into an Information Exchange Agreement with the Terminal Agency providing CJIS network service for all record entries and/or inquiries.

Terminal Agency Provisions

 (Agency Head Initials)

The Terminal Agency agrees to assume responsibility for all costs associated with the installation and operation of its device(s). However, GCIC reserves the right to approve/disapprove the location of any device(s) at a Terminal Agency. The Terminal Agency further agrees to maintain current maintenance contracts with appropriate vendors, including private internet service providers for the devices, modems, routers, servers and diagnostic devices that connect to the CJIS network.

GCIC will provide training materials and instructions for CJIS network operators to the Terminal Agency. The Terminal Agency is responsible for ensuring that all CJIS related training is provided as described in GCIC Council Rule 140-2-.16 (Amended). The Terminal Agency agrees to appoint a Terminal Agency Coordinator (TAC) and to require the TAC and all CJIS network operators to be trained and certified as required by GCIC Council Rule 140-2-.16 (Amended).

The Terminal Agency agrees to follow procedures and techniques established by GCIC. GCIC agrees to provide assistance to the Terminal Agency to assure timely, efficient and accurate CJIS network operations.

The Terminal Agency agrees to obtain, at agency expense, SSL VPN user IDs and/or implement an approved encryption solution, whichever is applicable to the Terminal Agency network connection. The Georgia Technology Authority assigns and controls SSL VPN user IDs and a monthly fee is required. Also, the Terminal Agency agrees to obtain user IDs for applications provided by GCIC. The Terminal Agency further agrees not to allow the sharing of any user IDs that access the CJIS network and will ensure all user IDs are removed when no longer needed.

Upon request, the Terminal Agency agrees to provide a Non-Terminal Agency the necessary assistance to process CJI and communications through inquiries, message transmittals and/or record entries in accordance with GCIC and NCIC standards. When furnishing assistance to a Georgia criminal justice agency, the Terminal Agency will limit access of information, including criminal history record information (CHRI) to those agencies and its personnel who already have GCIC CJIS User Agreements on file with GCIC and to agencies authorized to receive such information.

A private probation company must have a written contract with a court or multiple courts to provide specific services for the administration of criminal justice to obtain a full CHRI as allowed by NCIC policy.

Regional Dispatch Centers

Regional Dispatch Centers shall, upon request, assist criminal justice agencies in CJI processing and communications through inquiries, message transmittals, and/or record entries **using the ORI of the requesting agency**. Information Exchange Agreements shall be executed as required by the FBI CJIS Security Policy.

MMH (Agency Head Initials)

"N" Ending ORI

 (Agency Head Initials)

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth below:

Signature/Title

Print Name

Date _____

Signature

Terri Fisher

Print Name

4/13/2018

Date _____

GCIC CJIS User Agreement
Updated June 2017
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